

GIS

Kosciusko

(3)

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Kosciusko County, ("Owner"), a County Government on, \_\_\_\_\_

### SCHNEIDER

The Schneider Corporation  
Historic Fort Harrison  
Indianapolis, Indiana 46216  
(317) 826-7100

### OWNER

Kosciusko County Commissioners  
100 Center Street  
Warsaw, Indiana 46580

Owner intends to contract for **GIS Professional Services ("Project")**:

Project Name: GIS Consulting, Maintenance & Support      Common Location: Warsaw, Indiana

Sec/Twp/Rg:      County: Kosciusko County

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Kosciusko County Council and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the claim.

7. **Invoicing.** Detailed billings will be provided on a monthly basis.
- A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
- B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of The Schneider Corporation, or if Owner has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of The Schneider Corporation and Owner. Owner may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to The Schneider Corporation and the Owner, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services will be documented in a Contract Change Order, in the form attached hereto that will become a part of this Agreement. Should The Schneider Corporation and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule, The Schneider Corporation shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
11. **Assignment.** Neither Schneider nor Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
12. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the property of Kosciusko County and the intellectual property of Schneider.
13. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
14. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of seven pages, constitutes the entire Agreement between Owner and Schneider and supersedes all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

OWNER

County Board of Commissioners

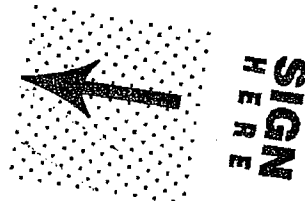
By [Signature]  
Print Bradford L. Dickson  
Title Kosciusko County Commissioner  
Date 12-31-2002

PROFESSIONAL

The Schneider Corporation

By [Signature]  
Print Michael Woodward  
Title Project Manager, Geographic Information Systems  
Date 12-26-02

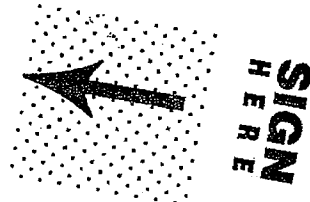
By [Signature]  
Print Avis B. Coater  
Title Kosciusko County Commissioner  
Date 12-31-2002



By [Signature]  
Print Ronald H. Truex  
Title Kosciusko County Commissioner  
Date 12-31-2002

Witness

By [Signature]  
Print Sue Ann Mitchell  
Title Kosciusko County Auditor  
Date 12-31-2002



## ATTACHMENT A

### SCOPE OF SERVICES

PROJECT NAME: GIS Consulting, Maintenance & Support

Schneider shall provide Owner with professional and related services in connection with the Project as described below.

The intent of services provided under this contract is to assist Owner with maintenance of the County's GIS. This may include technical support, programming, or the generation of additional layers.

Hourly services (provided on demand and invoiced monthly according to Attachment B). Examples including:

- Technical phone support for GIS users
- GIS technical on-site support
- GIS consulting services
- Computer / software / network technical on-site support
- Computer / software / network technical phone support

Fixed Fee services (individually quoted for projects that may arise):

- GIS applications development
- GIS layers development
- GIS training classes
- Other GIS services as requested

NOTE: Fixed Fee services require the signing of an Authorization to Proceed before commencement of work.

## ATTACHMENT B

### FEE SCHEDULE

PROJECT NAME: GIS Consulting, Maintenance & Support

Owner shall compensate Schneider for services rendered in accordance with the following:

- Hourly Services -** Owner shall receive monthly invoices reflecting the prior month's Hourly services.
- Fixed Fee -** Owner shall receive monthly invoices reflecting the prior month's services, based upon a percentage of completion of the project. Percentage of completion will be estimated by Schneider, and regularly communicated with the client.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

#### Hourly Fee Schedule

JOB TITLE	REGULAR HOURLY RATE
GIS DIRECTOR	\$126.00
GIS SENIOR PROJECT MANAGER	\$150.00
GIS PROJECT, PRODUCTION MANAGER	\$125.00
GIS SENIOR PROGRAMMER	\$175.00
GIS PROGRAMMER	\$125.00
GIS SENIOR SPECIALIST	\$175.00
GIS SPECIALIST	\$125.00
GIS SENIOR TECHNICIAN	\$70.00
GIS TECHNICIAN	\$60.00
ADMINISTRATION	\$50.00
MEDIA DIRECTOR	\$126.00
MEDIA DESIGN 2	\$110.00
MEDIA TECHNICIAN 1	\$77.00

Travel time for onsite visits will be billed at \$45.00

Mileage will be billed at \$.36 cents per mile.

Certified mailings or Shipping	at cost
Delivery fees	
Marion County	\$22.00
Outside Marion County	\$28.00
Other out-of-pocket expenses	cost plus 10%

All fees remaining under this contract are subject to an increase at the discretion of The Schneider Corporation. The Owner will be notified in writing of any changes in fees.

## DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: GIS Consulting, Maintenance & Support

In accordance with Paragraph 4(1) of Schneider's Professional Services Agreement between Owner and Schneider, dated December 20, 2002 and December 20, 2002 respectively, Owner hereby designates **Bill Holder** to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

☐ No Exceptions

☐ Exceptions (List below)

### OWNER

By \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SIGN  
HERE**

## AUTHORIZATION TO PROCEED

PROJECT NAME: GIS Consulting, Maintenance & Support

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated December 20, 2002 and December 20, 2002 respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

☐ Hourly services (provided on demand and invoiced monthly according to Attachment B).

Subject to approval by the Kosciusko County Council and Indiana State Board of Tax Commissioners.

For OWNER

By \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NE  
SIGN  
HERE**